



KARAOKE QUIZ

MUSIC PUBLISHING RIGHTS AGREEMENT

This agreement ("Agreement") is made as of the date first written above (the "Effective Date"), by and between Volley Inc., with offices at 523 Octavia Street, San Francisco, CA 94102 ("Company") and the publisher named above ("Publisher").

WHEREAS, Company desires to license Publisher Works (as defined below) from Publisher for use in connection with the Service (as defined below) in accordance with this Agreement, and Publisher is willing to grant such license in connection with the Service in accordance with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Certain Definitions: As used in this Agreement:

(a) "Accounting Period" means, after the Effective Date, each of the quarter-annual calendar periods during the Term (and the Wind-Down Period, as permitted under Section 2(b) below) ending March 31, June 30, September 30, and December 31.

(b) "Karaoke Masters" means instrumental versions of sound recordings of well-known popular songs.

(c) "Losses" means any and all liabilities, damages, awards, settlements, losses, claims, suits, proceedings, assertions and expenses including, without limitation, court costs, reasonable third-party legal fees and third-party costs of investigation.

(d) "Net Service Revenue" means all revenues received by Company in connection with the Service in the applicable country of the Territory and recognized by Company as revenues in accordance with GAAP during the applicable month, less (i) actual third-party billing fees (e.g., commissions paid to, or retained by, third-party app stores (e.g., Apple, Google, Facebook) and credit card transaction fees), up to a cap of thirty percent (30%) of the applicable per subscriber amount for app store billing fees, or five percent (5%) of the applicable per subscriber amount for other transaction fees, such as credit cards (but not both in combination for the same transaction), (ii) advertising sales commissions (capped at 15%), and (iii) applicable taxes.

(e) "Pro-Rata Share" means a fraction, the numerator of which is the number of streams of Karaoke Masters embodying Publisher Works (subject to proportionate adjustment for Publisher Works that are not entirely owned, controlled and/or administered by Publisher in the applicable country of the Territory) via the Service in the applicable country of the Territory during the applicable calendar month, and the denominator of which is the total number of streams of all Karaoke Masters via the Service in such country during such calendar month.

(f) “Publisher Metadata” means all applicable metadata possessed by Publisher, which may include the following identification data for each Publisher Work to the extent available: song title, songwriter(s), publisher(s), territory restrictions, co-publisher information, publishing shares, collecting society and/or performing rights organization affiliation, ISWC, and Publisher’s unique ID song code, unique writer ID (IPI or CAE); and, if known, details of all releases of sound recordings embodying the Publisher Work, including name of artist, track title and ISRC.

(g) “Publisher Work” means a musical composition owned, controlled and/or administered by Publisher or any of its affiliates, in whole or in part, upon the commencement of the Term or at any time during the Term, solely to the extent of Publisher’s (or the applicable affiliate’s) ownership, control and/or administration interest in and to such musical composition. With respect to any musical composition in which the rights that are the subject of this Agreement are owned, controlled and/or administered by Publisher only in part, the term “Publisher Work” shall only refer to that portion of the musical composition in which such rights are owned, controlled and/or administered by Publisher.

(h) “Service” means Company’s subscription-based, on-demand digital streaming karaoke offering as further described in Schedule A.

(i) “Territory” means the United States of America and its territories, possessions and commonwealths (including Puerto Rico) and Canada.

2. Term:

(a) Term. The term of this Agreement (the “Term”) shall commence upon the Effective Date and continue through and including the date that is two (2) years thereafter (the “Initial Period”), unless earlier terminated in accordance with Section 8 below. Following the Initial Period, the Term of this Agreement shall be automatically extended for additional, successive periods of one (1) year each (each, a “Renewal Period”). Notwithstanding the foregoing, either party shall have the right to terminate the Term of this Agreement effective as of the date that is the last day of the Initial Period or then-current Renewal Period, as applicable (the “Last Day”), by notice given to the other party prior to the Last Day, as follows: (i) at least ten (10) days’ prior to the Last Day in the case of notice by Company to Publisher, or (ii) at least thirty (30) days’ prior to the Last Day in the case of notice by Publisher to Company.

(b) Wind-Down Period. Notwithstanding the foregoing or anything to the contrary in this Agreement, the parties hereby acknowledge and agree that (i) users who initiate subscriptions (or renewals of existing subscriptions, as the case may be) to the Service during the Term may continue to access the Service (inclusive of all Publisher Works) throughout the applicable subscription or access period notwithstanding the earlier expiration of the Term (provided that no such subscription or access period may subsist for more than one (1) month in respect of monthly subscriptions and one (1) year in respect of annual subscriptions) (the “Wind-Down Period”), and (ii) with respect to such subscriptions and the Publisher Works in connection therewith during the Wind-Down Period, all of the parties’ respective rights, obligations, representations, warranties, covenants, permissions and agreements set forth herein that relate to the Service that apply during the Term shall continue to apply with full force and effect during the Wind-Down Period, including, without limitation, Company’s obligation to pay to Publisher any applicable Royalties (as defined below) in connection with the continued use of Publisher Works by any such users during the Wind-Down Period. For the avoidance of doubt, any usage of Publisher Works during the Wind-Down Period shall be subject to the Take Down Rights set forth in Section 3(f) below.

3. Rights Granted:

(a) Grant of Rights. Publisher hereby grants to Company all rights (excluding public performance rights) necessary in connection with the use and exploitation of Publisher Works via the Service in the Territory during the Term (and the Wind-Down Period) as set forth herein (the “License”), including the right to:

(i) reproduce Publisher Works on computer servers and/or devices owned or controlled by or on behalf of Company solely for the purpose of making such Publisher Works available for use as authorized hereunder;

(ii) enable users to stream via the Service on an on-demand basis (or otherwise) Publisher Works as embodied in Karaoke Masters;

(iii) display the lyrics corresponding to Publisher Works via the Service in timed relation to the streaming via the Service of the Karaoke Masters embodying such Publisher Works;

(iv) display visual images/animations via the Service simultaneously with the streaming via the Service of Karaoke Masters embodying Publisher Works;

(v) enable users to transmit their karaoke performances of Publisher Works via video chat / messages with other users;

(vi) display the title of Publisher Works and the applicable writer(s)' name(s) for identification purposes within the Service and on websites, interface menus, marketing assets and other materials related to the Service;

(vii) reproduce, use and exploit Publisher Metadata to the extent necessary to engage in the activities described in clauses (i) through (vi) of this Section 3(a), and perform its obligations to Publisher under this Agreement, including, for the avoidance of doubt, in connection with accountings under Section 5 below.

(b) Third-Party Contractors. Publisher acknowledges that Company may use third-party contractors to exercise its rights and/or perform its obligations under this Agreement, provided that as between Company and Publisher, Company shall maintain control over, and retain liability hereunder for, all such rights and obligations.

(c) Experimental Agreement. The parties acknowledge that the arrangements described herein are experimental in nature, and that Company may withdraw or modify any of the features of the Service described herein at any time, and may cease to make available any offerings of the Service described herein at any time.

(d) Publisher Delivery Obligations. Promptly following execution of this Agreement (and in no event later than ten (10) days following the Effective Date), Publisher shall provide to Company: (i) Publisher Metadata for all Publisher Works owned, controlled and/or administered by Publisher (or any of its affiliates) in the Territory, and (ii) to the extent within Publisher's custody or control, all lyrics that are owned, controlled or administered by Publisher. Publisher shall provide Company (or its designated third-party contractor) with any applicable updates to the Publisher Metadata on a regular basis throughout the Term, but no less frequently than when it provides such updates to other recipients of such data; provided Publisher's inadvertent and non-repetitive failure to do so shall not be deemed a breach hereunder.

(e) Take Down Rights. Publisher shall have the right to withhold or withdraw on a going forward basis from the License granted hereunder one or more specified Publisher Works by issuing a takedown notice in respect of any one (1) or more specified countries of the Territory (each, a "Takedown Notification") to Company in the following circumstances: (i) Publisher does not have or has lost the right to authorize the use and exploitation of the Publisher Work concerned within the License hereunder; (ii) there is a bona fide songwriter, administered publisher or representative sensitivity as to inclusion of the Publisher Work concerned in the Service; or (iii) there exists a third-party claim or dispute (or suspected claim or dispute) with respect to the Publisher Work concerned (the "Permitted Reasons"). The withholding or withdrawal of the Publisher Work(s) that is (are) the subject of such Takedown Notification shall not go into effect until three (3) business days after Company's receipt of such Takedown Notification for the applicable country of the Territory, which shall be sent to Company solely via e-mail to

notices@volleythat.com. Publisher shall not issue Takedown Notifications (x) punitively, (y) in a discriminatory manner, or (z) in a manner that frustrates the purposes of this Agreement.

4. Royalties:

(a) In consideration for the License granted and the representations, warranties and covenants made by Publisher in this Agreement, Company agrees to pay Publisher the following in respect of each Accounting Period ("Royalties"): Publisher's Pro-Rata Share of twenty percent (20%) of Net Service Revenue received in respect of the Service in the Territory during the applicable Accounting Period. The Royalties shall be calculated on a country-by-country basis and on a monthly basis (but accounted for and paid on a quarterly basis, as set forth in Section 5(a) below).

(b) No Other Fees. Other than the amounts expressly referenced in this Section 4, no additional fees or amounts of any kind or nature shall be payable by Company with respect to the use of Publisher Works in connection with the Service within the scope of the License.

(c) Taxes. Each party hereto will be responsible for collecting and remitting sales, use, value added, and other comparable excise taxes due with respect to (or incurred in connection with) the sale or license of such party's goods or services to its customers. Neither party hereto is liable for any taxes, duties, levies, fees, excises or tariffs incurred in connection with or related to the sale of the other party's goods or services. Notwithstanding the forgoing or anything elsewhere in this Agreement, any and all monies to be accrued to Publisher's royalty account hereunder or that may otherwise be payable to or on behalf of Publisher hereunder shall be reduced by all applicable sales, use, excise, purchase, value-added, withholding or similar taxes properly due and paid or payable by or on behalf of Company, directly or indirectly (including, for the avoidance of doubt, any of its affiliates and third-party contractors), under applicable Laws (as defined herein) to taxing authorities with appropriate jurisdiction. Neither Publisher nor any of its affiliates will be entitled to a gross-up or indemnification with respect to any amounts required to be withheld by or on behalf of Company under applicable Laws.

(d) Free Trials. Notwithstanding the foregoing or anything elsewhere in this Agreement, with respect to (i) offers of the Service that are made available to users on a trial basis for a period of up to thirty (30) consecutive days per two-year period per user and/or (ii) a free-to-the-user limited, demo version of the Service that provides each user access to no more than eight (8) Karaoke Masters, no monies (including, for the avoidance of doubt, any Royalties) shall be payable (and no reporting obligations shall apply) with respect to the Service for the trial user concerned ("Free Trials"). Accordingly, any streams of Karaoke Masters by such trial users shall not be included within the determination and calculation of Publisher's Pro-Rata Share.

(e) MFN. If, at any time during the Term, Company enters into an agreement with a U.S. major music publisher (a "Major Publisher") for use of such Major Publisher's musical compositions on the Service in the Territory during the Term, setting forth royalty rates (collectively, "Royalty Rates") for a substantially similar grant of a copyright license as Publisher is authorizing hereunder that are more favorable (on a collective basis) to such Major Publisher than the Royalty Rates (on a collective basis) set forth in this Agreement, Company shall extend such more favorable Royalty Rates to Publisher (in lieu of the Royalty Rates set forth herein) effective as of the effective date during the Term that such more favorable Royalty Rates are applicable to the Major Publisher but solely for as long as such Royalty Rates collectively remain applicable to the Major Publisher and more favorable than the Royalty Rates collectively set forth herein, and provided that Publisher accepts any and all other terms that were tied to, relevant to or otherwise conditional to the grant of such more favorable Royalty Rates.

5. Accountings:

(a) Quarterly Accountings. Within forty-five (45) days after the end of each Accounting Period, Company, or a third-party contractor acting on Company's behalf, shall render to Publisher an accounting statement covering the Royalties earned with respect to such Accounting Period (each, a "Quarterly Accounting Statement"), calculated on a monthly basis with respect to each applicable country

of the Territory. Each Quarterly Accounting Statement shall be delivered in electronic format. Payment of the applicable Royalties shall be sent to Publisher simultaneous with the rendering of the aforementioned Quarterly Accounting Statement after deducting those amounts, if any, that Company is required to withhold pursuant to any applicable statutes, regulations, treaties, or laws in the Territory (collectively, "Laws") and after deducting or offsetting, as the case may be, any Royalties otherwise credited or required to be credited to Publisher's royalty account under this Agreement for transactions that are reversed or subscription fees refunded to resolve bona-fide customer service disputes, within forty-five (45) days after the end of the applicable Accounting Period, which payment may be mailed to Publisher or sent to Publisher via direct deposit, provided the Royalties due Publisher are equal to or greater than U.S. \$50.00 (the "Minimum Payment"). If the Minimum Payment is not achieved for an Accounting Period, then the balance due Publisher will roll over to successive Accounting Periods until such time as the Minimum Payment is reached, at which time Company will pay all such Royalties to Publisher in accordance with this provision. For the avoidance of doubt, and without limiting the generality of the foregoing provisions of this Section 5(a), if any amounts are required under applicable Laws to be withheld from any payments made by Company to Publisher under this Agreement: (i) Company will be entitled to withhold such amounts; and (ii) Company will take reasonable steps to provide Publisher with evidence of such withholdings, including any evidence it may be required to provide to Publisher under applicable Laws. Publisher will not be entitled to a gross-up or indemnification with respect to any amounts required to be withheld by Company under applicable Laws.

(b) Audits. An independent, third-party accountant on behalf of Publisher may, at Company's offices and at Publisher's expense, examine Company's books and records solely for the purposes of verifying the accuracy of accounting statements rendered by or on behalf of Company to Publisher hereunder. Such books and records may be examined as aforesaid only (i) during Company's normal business hours, (ii) upon at least ninety (90) days' prior written notice to Company, and (iii) within one (1) year after the date a statement is rendered hereunder. Publisher shall not have the right to examine such books and records more frequently than once in any twelve (12)-month period or more than once with respect to any particular statement. Publisher acknowledges that such books and records constitute and contain Confidential Information (as defined in Section 10), and Publisher's accountant must sign and deliver to Company a confidentiality agreement in a form reasonably acceptable to Company prior to engaging in any such examination. Each statement hereunder shall be deemed final and binding upon Publisher as an account stated and shall not be subject to any claim or objection by Publisher (A) unless Publisher notifies Company of Publisher's specific written objection to the applicable statement, stating the basis thereof in reasonable detail within one (1) year after the date such statement is rendered hereunder, and (B) unless, prior to the date six (6) months after the expiration of said one (1) year period, Publisher makes proper service of process upon Company in a suit instituted in a court of proper jurisdiction.

(c) Currency Conversion. To the extent that Company elects to pay to Publisher Royalties due for Canada in United States Dollars (as opposed to Canadian Dollars), then in such instance such Royalties due to Publisher for Canada shall be converted into United States Dollars. Each conversion from Canadian currency for the foregoing purposes shall be calculated at the rate of exchange published by the Wall Street Journal (or such alternative as the parties may mutually agree in writing) on one of the following dates (as determined by Company in its discretion): (i) the date that Company computes the Royalties for a given Accounting Period; (ii) the date that Company actually converts such currencies; or (iii) the final business day of the applicable Accounting Period (or such other day(s) as Company may determine from time-to-time as part of a change in its generally-applicable accounting policies and procedures).

(d) If Publisher becomes aware that Company is reporting on and/or paying Publisher for musical compositions that Publisher does not own, control or administer, Publisher will promptly notify Company in accordance with Section 9.

(e) As of the Effective Date and during the Term, Publisher represents, warrants and covenants that Publisher has not and will not enter into another agreement with Company for the use during the Term of Publisher Works via the Service (any such agreement, an "Other Agreement"). The

parties agree that to the extent Publisher is in breach of the foregoing, this Agreement shall be of no force and effect with respect to any portion of the Term during which any such Other Agreement is in effect.

6. Certain Representations, Warranties and Covenants:

(a) Mutual. As of the Effective Date and during the Term (and during the Wind-Down Period), each party hereto represents, warrants and covenants that: (i) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms, and the person executing this Agreement on such party's behalf is authorized to do so; and (ii) its execution and performance of this Agreement will not violate any third-party rights, the provisions of any agreement to which it is a party, or any applicable law or regulation.

(b) Publisher. As of the Effective Date and during the Term (and during the Wind-Down Period), Publisher represents, warrants and covenants that, as between Publisher and Company, Publisher shall obtain consents from and pay and be solely responsible for the payment of royalties and other amounts to any and all songwriters and other third parties as may be required in connection with the permitted exploitation of the Publisher Works hereunder. Publisher further represents, warrants and covenants that, as of the Effective Date and throughout the Term, Company's exercise of the rights granted to it under this Agreement will not infringe upon or violate any third party's rights, including any rights of copyright, trademark, publicity or privacy.

7. Indemnification:

(a) Indemnification by Publisher. Publisher agrees to defend, indemnify and hold harmless Company, its subsidiaries, affiliates, successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing (collectively, "Company Parties"), from and against any and all Losses due to any claim by a third party that: (i) constitutes, or is based on allegations that, if assumed true, would constitute a breach by Publisher of this Agreement, including any warranty, representation or covenant made in this Agreement by Publisher; or (ii) arises from or relates to the rights and authorizations granted to Company in this Agreement or the exercise thereof.

(b) Indemnification by Company. Company agrees to defend, indemnify and hold harmless Publisher, its subsidiaries, affiliates, successors, licensees, agents, attorneys and assigns, and the officers, directors, shareholders, contractors, members and employees of the foregoing, from and against any and all Losses due to any claim by a third party that constitutes, or is based on allegations that, if assumed true, would constitute a breach by Company of this Agreement, including any warranty, representation or covenant made in this Agreement by Company.

(c) Procedures. The persons and entities entitled to be indemnified under Section 7(a) and 7(b), above (individually and collectively, the "Indemnitee") shall (i) promptly inform the indemnifying party under such sections (the "Indemnitor") of each claim, suit or proceeding with respect to which it seeks indemnity (failure to give such prompt notification will not relieve the Indemnitor of its indemnification obligations except to the extent such failure has materially prejudiced Indemnitor's ability to defend such claim), (ii) furnish to the Indemnitor a copy of each communication, notice or other action related to such claim, suit or proceeding, and (iii) give the Indemnitor the authority, information and reasonable assistance necessary to settle or litigate such claim, suit or proceeding, using counsel selected by the Indemnitor (provided, however, that the Indemnitee shall have the opportunity to participate in the defense of such suit or proceeding with counsel of its choice, at the Indemnitee's sole cost). Any settlement of any such claim, suit or proceeding by the Indemnitor that imposes any requirements on the Indemnitee or which involves agreements other than the payment of money by the Indemnitor and receipt of a full release for the benefit of the Indemnitor and the Indemnitee, shall be subject to the Indemnitee's written consent.

(d) Payments. Without waiving any right or remedy available to Company, if any claim is made for which Publisher is obligated to indemnify any of the Company Parties, Company shall have the

right to withhold amounts otherwise payable to Publisher under this Agreement in an amount reasonably related to such claim and to deduct such amounts from payments otherwise required under Section 4(a) above.

(e) Limitation of Liability. WITHOUT LIMITING THE INDEMNITY OBLIGATIONS OF THE PARTIES PURSUANT TO THE FOREGOING PROVISIONS OF THIS SECTION 7 (INDEMNIFICATION) AND OTHER THAN AS A RESULT OF A BREACH OF THE CONFIDENTIALITY OBLIGATIONS HEREUNDER, NEITHER PARTY HERETO WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, TO PUBLISHER AS TO THE QUALITY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR ANY ELEMENTS OF THE SERVICE.

8. Termination:

(a) Breach. Without limiting any other remedy available at law or in equity, either party may terminate the Term in the event of any material breach of this Agreement by the other party that is not remedied within thirty (30) days after notice is provided to the breaching party thereof. Without limiting the generality of the preceding sentence, neither party shall be entitled to recover damages or to terminate the Term by reason of any breach by the other party of its obligations hereunder unless the breaching party fails to remedy such breach within thirty (30) days following receipt of notice thereof. The foregoing cure period(s) will not apply to breaches incapable of being cured or to an application for injunctive relief.

(b) Financial Difficulty. In addition to the right of termination set forth in Section 8(a) above, each party hereto shall have the right to terminate the Term immediately in the event that: (i) the other party makes a general assignment for the benefit of its creditors; (ii) a voluntary or involuntary petition is filed against the other party under any applicable bankruptcy or insolvency law; or (iii) a trustee or receiver or any equivalent thereof is appointed for the other party hereto or its property.

(c) Cessation of Service. In addition, Company shall have the right to terminate the Term upon notice to Publisher in the event that Company does not launch the Service or ceases to operate the Service during the Term.

(d) Survival. The termination or expiration of the Term shall not affect those representations, warranties and other obligations that by their nature survive the end of the Term.

(e) No Termination After Cure. A party's right to terminate the Term will be deemed to have been waived for all purposes in the event that it is not exercised prior to the date upon which the breach giving rise to such right of termination has been cured.

9. Notices and Payments: All notices under this Agreement must be in writing in order to be effective, and shall be deemed to have been duly given or made (a) on the date delivered in person, (b) on the date indicated on the return receipt if mailed postage prepaid, by certified or registered U.S. Mail, with return receipt requested, or (c) if sent by Federal Express, U.P.S. Next Day Air or other nationally recognized overnight courier service or overnight express U.S. Mail, with service charges or postage prepaid, on the next business day after delivery to the courier service or U.S. Mail (if sent in time for and specifying next day delivery); provided that, and notwithstanding anything to the contrary herein, in the case of notices to Company, any such notice must also be sent via email to the email address set forth below to be effective. In each case (except for personal delivery) such notices and any other requests, demands, and other communications will be sent to a party at the following addresses (or at a substitute address designated by notice by the party concerned):

If to Publisher: Via email or to the address as set forth in an IRS Form W-9 or W-8BEN delivered by Publisher to Company (or Company's designated third-party contractor).

If to Company: To the following address:

Volley Inc.
523 Octavia Street
San Francisco, CA 94102

With a required simultaneous copy to the following:

Greenberg Traurig, LLP
Terminus 200
3333 Piedmont Road, NE
Suite 2500
Atlanta, Georgia 30305
Attn: Bobby Rosenbloum, Esq.

And required simultaneous copies via email to each of the following: RosenbloumB@gtlaw.com and notices@volleythat.com.

Until such time as Publisher notifies Company otherwise, all Royalties and accounting statements will be sent to Publisher as indicated in Section 5(a) above.

10. Confidentiality: For the purposes of this Agreement, "Confidential Information" shall mean the terms of this Agreement and any non-public information, data, reports, or other materials provided by one party to the other under or in connection with this Agreement (other than Publisher Works, song title information, composer identification information and other information contained in the Publisher Metadata that is intended for storage and display to users or prospective users of the Service under this Agreement) and any other information the receiving party should reasonably have understood under the circumstances should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used, such as usage data, accounting statements, and similar information. Except with the prior written consent of the disclosing party, neither party shall use or disclose any Confidential Information other than (i) to such party's attorneys, accountants and financial representatives under a duty of confidentiality as may be reasonably necessary in order to receive their professional advice, (ii) to such party's employees and contractors who have a need to know and any disclosure to contractors may only be to contractors who are bound by an agreement to protect the confidential information of third parties, (iii) to investors, prospective investors, acquirers and prospective acquirers, each of whom shall first be required to enter into a nondisclosure agreement with Company, (iv) in connection with any legal, governmental or administrative proceeding, provided that, where it is legal so to do, prior written notice of such disclosure is furnished to the non-disclosing party in order to afford such non-disclosing party a reasonable opportunity to seek a protective order (it being agreed that if the non-disclosing party is unable to obtain or does not seek a protective order, disclosure of such information in such proceeding may be made without liability), and (v) in the ordinary course of such party's fulfillment of its obligations solely to the limited extent necessary to fulfill its written and/or legal obligations to third parties (e.g., by Publisher solely to the limited extent necessary to fulfill its written and/or legal obligations to songwriters). In addition, this Agreement may be disclosed in contemplation of any merger or sale of all or a substantial portion of a party's assets or securities, subject to a nonuse and nondisclosure agreement consistent with the provisions of this section. Nothing in this Agreement shall prohibit or limit either party's use or disclosure of information (A) previously known to it by lawful means without obligation of confidence, (B) independently developed by or for it without use of or access to the other party's Confidential Information, (C) acquired by it from a third party which, to the reasonable knowledge of the receiving party, is not under an obligation of confidence with respect to such information, (D) which is or becomes publicly available through no breach of this Agreement or (E) that is required to be disclosed by operation of law, court order or other governmental demand (subject to the notice requirement in clause (iv) of this Section 10). Notwithstanding the foregoing, neither party shall be in breach of this Agreement

for disclosing to any rights society or collective that Publisher has licensed to Company the rights granted in Section 3 of this Agreement.

11. Miscellaneous:

(a) Construction; Entire Agreement. All references in this Agreement to "this Agreement," "hereof," "herein" and words of similar connotation include all exhibits and schedules attached hereto, unless specified otherwise. The parties hereto intend this Agreement as a final expression of their understanding and agreement with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof; this Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements between the parties hereto with respect to the subject matter hereof. No draft or addition, deletion, revision, change or other alteration in or to drafts of this Agreement prepared prior to the execution of this Agreement shall be referred to by any of the parties hereto in any lawsuit in which the construction, interpretation or meaning of this Agreement is in dispute or otherwise be used for purposes of construing or interpreting any of the terms, provisions or language of this Agreement in adjudicating or otherwise resolving any such lawsuit. The parties acknowledge and agree that no party hereto has made any representations or promises in connection with this Agreement or the subject matter hereof not contained herein.

(b) Compliance With Law. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is a conflict between any provisions of this Agreement and any statute, law, ordinance, order or regulation contrary to which the parties hereto have no legal right to contract, such statute, law, ordinance, order or regulation shall prevail; provided that, in such event, (i) the provision of this Agreement so affected shall be limited only to the extent necessary to permit the compliance with the minimum legal requirements, (ii) no other provisions of this Agreement shall be affected thereby, and (iii) all such other provisions shall remain in full force and effect. The parties hereto shall negotiate in good faith to replace any invalid, illegal or unenforceable provision (the "Invalid Provision") with a valid provision, the effect of which comes as close as possible to that of the Invalid Provision.

(c) Waivers. This Agreement cannot be canceled, modified, amended or waived, in part or in full, in any manner except by an instrument in writing signed by the party to be charged. No waiver by a party hereto, whether express or implied, of any provision of this Agreement or default hereunder shall affect such party's right thereafter to enforce such provision or to exercise a right or remedy set forth in this Agreement in the event of any other default, whether or not similar. The rights and remedies of each party as specified in this Agreement are not to the exclusion of any other rights or remedies of such party. Each party may decline to exercise one or more of its rights and remedies as it may deem appropriate without jeopardizing any other of its rights or remedies. Notwithstanding anything in this Agreement, each of the parties hereto may at any time exercise any right it now has or at any time hereafter may be entitled to as a member of the public as though this Agreement were not in existence.

(d) Examples Illustrative. Whenever examples are used in this Agreement with the words "including," "for example," "e.g.," "such as," "etc.," or any derivation thereof, such examples are intended to be illustrative and not in limitation thereof. The section headings herein are used solely for convenience and shall not be used in the interpretation or construction of this Agreement.

(e) Choice Of Law And Venue. THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF CALIFORNIA, AND THE VALIDITY, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS ENTERED INTO AND PERFORMED ENTIRELY WITHIN THE STATE OF CALIFORNIA (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES UNDER CALIFORNIA LAW). THE COURTS LOCATED IN LOS ANGELES, CALIFORNIA (STATE AND FEDERAL), SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THIS AGREEMENT. THE PARTIES WAIVE ANY AND ALL OBJECTIONS TO VENUE IN THOSE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS. ANY PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY, AMONG OTHER METHODS, BE SERVED UPON A PARTY BY

DELIVERING IT OR MAILING IT, BY REGISTERED OR CERTIFIED MAIL OR BY OVERNIGHT COURIER OBTAINING PROOF OF DELIVERY, DIRECTED TO THE ADDRESS SET FORTH IN SECTION 9 OR SUCH OTHER ADDRESS AS A PARTY MAY DESIGNATE PURSUANT TO SECTION 9. ANY SUCH DELIVERY OR MAIL SERVICE SHALL BE DEEMED TO HAVE THE SAME FORCE AND EFFECT AS PERSONAL SERVICE WITHIN THE STATE OF CALIFORNIA. THE PREVAILING PARTY IN ANY LEGAL ACTION ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE ENTITLED TO PROMPT REIMBURSEMENT FROM THE OTHER PARTY FOR ALL COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES) INCURRED BY THE PREVAILING PARTY IN CONNECTION THEREWITH.

(f) Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns. Each party may assign its rights and obligations hereunder in whole or in part only to any affiliate or to any person or entity acquiring all or a substantial portion of the assets or business of such party, and such rights and obligations may be assigned by any assignee thereof, but subject to the same limitations. Any purported assignment in violation of the foregoing shall be deemed null and void ab initio and without force or effect. Other than such permitted assignees and as otherwise set forth herein, no person or entity not a party to this Agreement shall have any rights or remedies under this Agreement, whether as a third-party beneficiary or otherwise.

(g) Independent Contractors. In entering into this Agreement, Company and Publisher have and will have the status of independent contractors. Accordingly, there is no joint venture, partnership, agency or fiduciary relationship existing between the parties, and the parties do not intend to create any such relationship by this Agreement.

(h) Force Majeure. Neither party hereto will be responsible for, or be in breach of this Agreement, to the extent that its performance is delayed as a result of any act of God, war, terrorism, fire, earthquake, civil commotion, act of government or any other cause wholly beyond its control, and not due to its own negligence or that of its contractors or representatives, and which cannot be overcome by the exercise of due diligence ("Force Majeure Event"). Publisher agrees that Company shall have the right to suspend the Term and the operation of this Agreement and Company's obligations hereunder or terminate the Term of this Agreement in the event of a Force Majeure Event. Such right may be exercised by notice to Publisher, and such suspension will last for the duration of the applicable event.

(i) Royalties Speculative. Publisher recognizes that the amount of Royalties hereunder is speculative and agrees that Company's judgment with respect to matters affecting the marketing of the Service shall not be subject to dispute by Publisher. Nothing contained in this Agreement obligates Company to make available, sell, license, exploit or distribute Publisher Works on or in connection with the Service.

(j) Publicity. No party hereto shall, without the prior written consent of the other party, issue any press release or make any other public announcement or statement relating to the existence of this Agreement, any terms and conditions of this Agreement or to the negotiation thereof to which such party was privy or of which it was otherwise made aware (e.g., by being copied on correspondence or by being advised by another party to the negotiation).

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(k) Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which when taken together, will be deemed to constitute one and the same instrument. Facsimile, PDF and/or electronic signatures on this Agreement will be deemed originals for all purposes.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the Effective Date.

PUBLISHER

VOLLEY INC.

By: TSUNAMI FLOW

(an authorized signatory)



By: _____
(an authorized signatory)

Name: _____

Title: _____